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A G R E E M E N T

Between

CITY OF BAYONNE

And

BAYONNE POLICE SUPERIORS ASSOCIATION

1975 - 1976

Hudson County

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LAW OFFICES

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500 MORRIS AVENUE
SPRINGFIELD, N.J. 07081

AGREEMENT

THIS AGREEMENT made this 8th day of ^{December}~~November~~ 1975, between the City of Bayonne, hereinafter referred to as the "City" or "Employer" and Bayonne Police Superiors Association, consisting of all the officers holding the rank of Captain and above the rank of Police Officer.

W I T N E S S E T H:

WHEREAS, the parties have carried on collective bargaining for the purpose of developing a contract covering wages, hours of work and other conditions of employment;

NOW, THEREFORE, in consideration of the premises and mutual agreements herein contained, the parties hereto agree with each other as to the monetary items contained herein. The parties hereto have negotiated the following annual increases to their base salaries covering the positions and periods of time set forth herein as follows:

<u>Title</u>	<u>January 1, 1976</u>	<u>July 1, 1976</u>
Police Sergeant	\$1,100.00	\$300.00
Police Lieutenant	1,150.00	350.00
Police Captain	1,200.00	450.00

Effective January 1, 1976, the City will assume the cost of 50% of the employees' existing hospitalization insurance coverage for dependents.

Effective December 31, 1976, the City will assume the cost of 100% of the employees' existing hospitalization insurance coverage for dependents.

In the event the City of Bayonne increases its monetary offer for the calendar years 1975 and 1976, to either P.B.A. Local 80 or FMBA Local 11, a similar adjustment will be granted to those employees covered under this contract.

Police Superior Officers who retire shall receive thirty (30) days terminal leave immediately prior to retirement. Added to such leave shall be all accumulated vacation time due the retiring Police Superior Officer.

Effective January 1, 1976, subject to the needs of the Department and the direction of the Chief of Police, Superior Officers will receive the following number of personal days per calendar year according to their respective rank (whether permanent or acting).

<u>Title</u>	<u>Personal Days</u>	
Police Sergeant	2	
Police Lieutenant	3	
Police Captain	4	

These days are non-cumulative and must be taken during each calendar year.

All the benefits which the Superior Officers now enjoy shall continue to be maintained, to wit, longevity or increments, clothing allowances, vacations, insurance benefits, holidays, leaves of absence, sick leave and overtime.

GRIEVANCE PROCEDURE

Section 1. No permanent employee shall be removed, dismissed, discharged, suspended, fined, reduced in rank or disciplined in any other matter except for just cause. If any employee is disciplined and in the judgment of the Bayonne Police Superiors Association that such action was taken by the City without just cause, or if a dispute arises concerning an employee(s) wages, hour or conditions of employment, which wages, hour and conditions are controlled by this agreement, or which are provided for in any statute, ordinance, rule or regulation of the Police Department, adjustments shall be sought by the Bayonne Police Superiors Association as follows:

a. The Bayonne Police Superiors Association shall submit such grievance in writing to the Deputy Chief of the Police Department within ten days of the occurrence or event giving rise to the grievance. Within five days after said Deputy Chief shall arrange to meet with the representatives of the Unit for the purpose of adjusting or resolving such grievance.

b. If such grievance is not resolved to the satisfaction of the Bayonne Police Superiors Association by the Deputy Chief within five days after such meeting, the Bayonne Police Superiors Association may present such grievance in writing within seven days thereafter to the Chief. Within seven days after the Chief receives such grievance, the Chief shall arrange to meet with the representatives of the Bayonne Police Superiors Association for the purpose of adjusting or resolving such grievance.

c. If such grievance is not resolved to the satisfaction of the Bayonne Police Superiors Association by the Chief within five days after such meeting, the Bayonne Police Superiors Association may present such grievance in writing with seven days thereafter to the Director of Public Safety. Within seven days after the Director receives such grievance, the Director shall arrange to meet with the representative of the Bayonne Police Superiors Association for the purpose of adjusting or resolving such grievance.

d. If such grievance is not resolved to the satisfaction of the Bayonne Police Superiors Association by the Director within five days after such meeting, the Bayonne Police Superiors Association may present such grievance in writing within seven days thereafter to an arbitrator agreed upon by the parties. The cost of arbitration shall be borne by the City and the Bayonne Police Superiors Association equally.

e. In a dispute involving a disciplinary action, the Civil Service Commission or the arbitrator so selected shall have the power to uphold the action of the City or to rescind or modify such action, and such power shall include but shall not be limited to the right to reinstate a suspended or discharged employee with full back pay, less any income he might have earned during such suspension.

f. The time limits specified in the preceding sections of this article shall not include Saturdays, Sundays or holidays and such limits may be extended by mutual agreement of all parties. The steps provided for herein may be waived by mutual agreement of all parties.

g. If a grievance is not submitted within the prescribed time limits as herein before provided, including the provisions for time limit extensions, it shall be deemed settled. If the City fails to meet and/or answer any grievance within the perscribed time limits as herin before mentioned, including the provisions for time limit extensions, such grievance may be processed to the next step.

Section 2. The decision of the arbitrator shall be final and binding on the City, the Bayonne Police Superiors Association and the employee or employees involved, except in matters involvir interpretation of our State statutes or decision of our State courts.

Nothing contained herein shall be construed to deny any individual member his right to appeal under Civil Service rules or regulations, except if he should elect to pursue the arbitration procedure as provided for in this agreement. An employee must elect to pursue his remedy either through the Civil Service Commission or by arbitration as he is not entitled to pursue both remedies.

IN WITNESS WHEREOF the parties hereto have caused these
presents to be signed by their duly authorized officers this
8th day of ~~November~~ ^{DECEMBER}, 1975.

BAYONNE POLICE SUPERIORS
ASSOCIATION

Thomas J. Harris
Harry Allen

CITY OF BAYONNE

Phil D. De Luca
James P. Hannon

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CIRCULATE

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AGREEMENT

THIS AGREEMENT made this day of October, 1977, between the City of Bayonne, hereinafter referred to as the "City" or "Employer" and Bayonne Police Superiors Association, consisting of all the officers holding the rank of Captain and above the rank of Police Officer.

W I T N E S S E T H:

WHEREAS, the parties have carried on collective bargaining for the purpose of developing a contract covering wages, hours of work and other conditions of employment;

NOW, THEREFORE, in consideration of the premises and mutual agreements herein contained, the parties hereto agree with each other as to the monetary items contained herein. The parties hereto have negotiated the following base salaries covering the positions and periods of time set forth herein as follows:

<u>Title</u>	<u>12/28/76</u>	<u>6/28/77</u>	<u>12/27/77</u>	<u>12/26/78</u>	<u>6/26/79</u>
Sergeant	\$15,725	\$16,100	\$16,775	\$17,450	\$18,325
Lieutenant	17,400	17,800	18,500	19,200	20,100
Captain	19,125	19,550	20,275	21,000	21,925

The City will assume the cost of 100% of the employees' existing hospitalization insurance coverage for dependents.

Police Superior Officers who retire shall receive thirty (30) days terminal leave immediately prior to retirement. Added to such leave shall be all accumulated vacation time due the retiring Police Superior Officer.

Subject to the needs of the Department and the direction of the Chief of Police, Superior Officers will receive the following number of personal days per calendar year according to their respective rank (whether permanent or acting).

<u>Title</u>	<u>Personal Days</u>	
Sergeant	2	These days are non-cumulative and must be taken during each calendar year.
Lieutenant	3	
Captain	4	

All the benefits which the Superior Officers now enjoy shall continue to be maintained, to wit, longevity or increments, clothing allowances, vacations, insurance benefits, holidays, leaves of absence and sick leave.

Effective October 4, 1977, overtime pay at time and one-half (1-1/2) the straight time rate will be paid for all hours over eight (8) in a day and forty (40) in a week, excluding ten (10) minutes time at the beginning of the shift and fifteen (15) minutes at the end of the shift.

When a Superior Officer is requested by the Department to work a full eight (8) hour shift in the next higher rank within the bargaining unit, he will be compensated at the base salary rate only of the higher rank, i.e., a Sergeant acting as a Lieutenant or a Lieutenant acting as a Captain.

GRIEVANCE PROCEDURE

Section 1. No permanent employee shall be removed, dismissed, discharged, suspended, fined, reduced in rank or

disciplined in any other matter except for just cause. If any employee is disciplined and in the judgment of the Bayonne Police Superiors Association such action was taken by the City without just cause, or if a dispute arises concerning an employee(s) wages, hour or conditions of employment, which wages, hour and conditions are controlled by this Agreement, or which are provided for in any statute, ordinance, rule or regulation of the Police Department, adjustments shall be sought by the Bayonne Police Superiors Association as follows:

a. The Bayonne Police Superiors Association shall submit such grievance in writing to the Deputy Chief of the Police Department within ten (10) days of the occurrence or event giving rise to the grievance. Within five (5) days after said Deputy Chief shall arrange to meet with the representatives of the Unit for the purpose of adjusting or resolving such grievance.

b. If such grievance is not resolved to the satisfaction of the Bayonne Police Superiors Association by the Deputy Chief within five (5) days after such meeting, the Bayonne Police Superiors Association may present such grievance in writing within seven (7) days thereafter to the Chief. Within seven (7) days after the Chief receives such grievance, the Chief shall arrange to meet with the representatives of the Bayonne Police Superiors Association for the purpose of adjusting or resolving such grievance.

c. If such grievance is not resolved to the satisfaction of the Bayonne Police Superiors Association by the Chief within five (5) days after such meeting, the Bayonne Police Superiors Association may present such grievance in writing within seven (7) days thereafter to the Director of Public Safety. Within seven (7) days after the Director receives such grievance, the Director shall arrange to meet with the representative of the Bayonne Police Superiors Association for the purpose of adjusting or resolving such grievance.

d. If such grievance is not resolved to the satisfaction of the Bayonne Police Superiors Association by the Director within five (5) days after such meeting, the Bayonne Police Superiors Association may present such grievance in writing within seven (7) days thereafter to an arbitrator agreed upon by the parties. The cost of arbitration shall be borne by the City and the Bayonne Police Superiors Association equally.

e. In a dispute involving a disciplinary action, the Civil Service Commission or the arbitrator so selected shall have the power to uphold the action of the City or to rescind or modify such action, and such power shall include but shall not be limited to the right to reinstate a suspended or discharged employee with full back pay, less any income he might have earned during such suspension.

f. The time limits specified in the preceding sections of this article shall not include Saturdays, Sundays or Holidays and such limits may be extended by mutual agreement of all parties. The steps provided for herein may be waived by mutual agreement of all parties.

g. If a grievance is not submitted within the prescribed time limits as hereinbefore provided, including the provisions for time limit extensions, it shall be deemed settled. If the City fails to meet and/or answer any grievance within the prescribed time limits as hereinbefore mentioned, including the provisions for time limit extensions, such grievance may be processed to the next step.

Section 2. The decision of the arbitrator shall be final and binding on the City, the Bayonne Police Superiors Association and the employee or employees involved, except in matters involving interpretation of our State statutes or decisions of our State courts.

Nothing contained herein shall be construed to deny any individual member his right to appeal under Civil Service Rules or Regulations, except if he should elect to pursue the arbitration procedure as provided for in this Agreement. An employee must elect to pursue his remedy either through the Civil Service Commission or by arbitration as he is not entitled to pursue both remedies.

IN WITNESS WHEREOF the parties hereto have caused these presents to be signed by their duly authorized officers this day of October, 1977.

BAYONNE POLICE SUPERIORS
ASSOCIATION

Jane Hill
Edward Selga

CITY OF BAYONNE

Neil A. McPhee
James J. Hanna